

Region 4 Education Service Center (ESC)

Contract R170701

for

Books (Conventional/eBooks) and Related Services

with

Bound To Stay Bound Books, Inc.

Effective: August 1, 2017

The following documents comprise the executed contract between the Region 4 Education Service Center and Bound To Stay Bound Books, Inc., effective August 1, 2017:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

Region 4 ESC
Solicitation Number 17-07

TAB 1

APPENDIX A
VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of MARCH 6 2017,
by and between BOUND TO STAY BOUND BOOKS, INC. and Region 4 Education
Service Center ("Region 4 ESC") for the purchase of **Books (Conventional Bound/eBooks) and**
Related Services.*

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Purchasing procedure:**
 - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per Contract # R_____."
 - Vendor delivers goods/services directly to the participating agency.
 - Awarded vendor invoices the participating agency directly.
 - Awarded vendor receives payment directly from the participating agency.
 - Awarded vendor reports sales monthly to TCPN.

- 1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".
- 3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material

change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).

4.5. **Novation:** If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

4.6. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.

4.7. **Order of Precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

- Special terms and conditions
- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8. **Supplemental Agreements:** The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.

4.9. **Adding authorized distributors/dealers:** Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

5.1. **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract

cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

- 5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- 5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.
- 5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- 5.5 **Standard Cancellation:** Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall

survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments**: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating "Per TCPN Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting**: The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month. Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10th day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.

Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Supplier shall be deemed a cause for termination of the contract at Region4 ESC's sole discretion.

ARTICLE 9- PRICING

- 9.1 **Best price guarantee**: The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 2% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").

Administrative fee payments are to accompany the contract monthly sales report by the 10th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.

Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.

All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.

ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities

at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the

cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

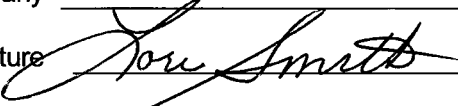
The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name BOUND TO STAY BOUND BOOKS, INC.
Address 1880 WEST MORTON
City/State/Zip JACKSONVILLE, IL 62650
Telephone No. 800/637-6586
Fax No. 800/747-2872
Email address SALES@BTSB.COM
Printed name LORI SMITH
Position with company NATIONAL MANAGER/SALES & MARKETING
Authorized signature 

Accepted by The Cooperative Purchasing Network:

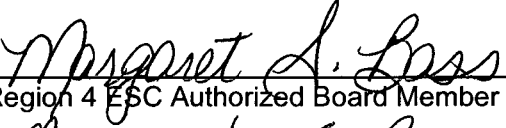
Term of contract August 1, 2017 to July 31, 2020

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.


Region 4 ESC Authorized Board Member

4/25/2017
Date

Amy Reyes
Print Name


Region 4 ESC Authorized Board Member

4/25/2017
Date

Margaret S. Bass
Print Name

TCPN Contract Number B170701

Appendix B:
PRODUCT / SERVICES SPECIFICATIONS

It is the intention of Region 4 ESC to establish an annual contract with highly qualified vendor(s) for Books (Conventional Bound/eBooks) and Related Services. Vendor(s) shall, at the request of any member institution, provide these services under the terms of this RFP and contract set forth in the terms and conditions. The awarded vendor(s) shall assist the end user with making a determination of its individual needs as stated below.

The vendor(s) shall furnish all necessary assessments, evaluations, labor, material, software, and all operations necessary and required to complete the service program. All work shall be performed in accordance with the requirements set forth in the resulting contract and mutually agreed upon work request or purchase order issued by the participating member.

Vendors should provide in their proposal experience and demonstrated expertise in providing public agencies with multiple solutions to meet their needs. Therefore, Offerors are encouraged to offer their complete catalog and services including but not limited to Library, Reference, Professional Development, Trade Books, College Textbooks, K-12 Textbooks (new and used) and E-Books including any E-Readers and/or apps needed, Magazines and Periodicals.

The proposed specifications are written for the primary purpose of purchasing books through services of book jobbers, sole source vendors, publishers, distributors, and/or retailers. Bidders may submit a proposal based on any pricing criteria that can be evaluated including discounts from Publisher's List Prices. This should also include the Teacher versions as well and the student versions.

There is no commitment by TCPN/National IPA members to purchase or guarantee any specific amount of books to be bought under these contracts. Vendors shall submit discount pricing from the publisher's list with quantity price breaks if available.

1. Vendor must have a web site available so quotes and/or orders can be transmitted electronically.
2. Vendor must notify requestor immediately if the title is an "MOD" (Must Order Direct) title that must be ordered directly from the publisher because the book is not sold directly to wholesalers.
3. Vendor must agree to acquire and provide titles of Library, Reference, Professional, and Trade books that are in print and available.
4. If an ISBN is not provided for a specific title, the vendor must agree to provide the "best" bind available for that title.
5. This contract will be for books (conventional bound) eBooks and other value add services.
6. If an ISBN is specified for a title, but that bind is no longer available requestor will have the option to accept the title in the "best" bind available.
7. No title substitutions will be accepted for a title without the written authorization from requestor.
8. The vendor will deliver the books FOB destination with no freight being added to the invoice.
9. The vendor will provide a brief history of their company; it's scope, nature and services to include its ability to meet the book buying needs of member agencies
10. Contract vendor shall maintain a catalog or listing of materials. Catalog or listing shall include title, edition, ISBN, price, and other information pertinent to ordering textbooks and test preparation materials. Catalog shall be included with your proposal, and shall be made available to members.
11. Firms offering textbooks shall maintain sufficient stock to meet member needs.

12. Contract vendor shall guarantee complete satisfaction with materials delivered under the contract. Contract vendor shall accept returns, shipping prepaid by contract vendor, of any material purchased by a member and found to be unacceptable.
13. Bundled and unbundled materials shall be provided with separate ISBN numbers.
14. Barcoding and barcoding services will only be allowed for textbooks ordered under an awarded contract. However barcoding and barcoding services are not required to be on an awarded contract. Please provide pricing for all options for barcoding and services on the required 10L Textbook/Test Prep Workbook.
15. Educational software is only allowed if offered as part of bundled textbooks or test preparation materials. References to "title" passing in the general terms and conditions are interpreted as "right to use" or similar for software offered.
16. Textbook management services **are not** requested under an awarded contract.
17. Surplus, obsolete, unused workbooks, or used textbooks buy-back programs **are not** requested under an awarded contract. Any offered buy-back programs shall be between the contract vendor and the Member.
18. Leasing **is not** requested in this solicitation for paper textbooks. However, leasing would be considered for Electronic Readers or eReaders.
19. All grade levels of textbooks are requested.
20. Requested new textbooks and materials shall include but not be limited to the following subjects: biology, calculus, chemistry, computer science, English language and composition, English literature, environmental science, special education, foreign languages, geography, macro/micro-economics, physics, psychology, statistics, United States government and politics, state governments (all available), United States and world history.
21. On-line assignments, tests and practice tests may be offered that is associated with textbooks offered. Complete pricing must be provided.

SHIPMENTS (additional instructions)

1. The vendor agrees that all deliveries will be F.O.B. destination. Shipments of books will be delivered to the requestor address on each order.
2. Each carton shall be labeled as to its contents including the full purchase order number, invoice number, and the number of boxes included in the shipment.
3. The first box of each shipment shall contain a packing slip. This should be doubles-spaced, the items listed alphabetically by title, and will include the following information: full purchase order number, quantity ordered, author, title, actual cost per item, an indication of the discount received, as well as the total cost of that specific invoice.
4. Requestor will return to supplier all items that are defective, damaged, or otherwise not in compliance with the order. The cost of such items will be deducted from the supplier's invoice by requestor prior to payment and details furnished supplier with remittance. Restocking fees will not be assessed.
5. Shipment and cancellation instructions, unless stated differently by requestor. The first shipment will be made within 30 days of receipt of the order. A second and final shipment will be made within 90 days of receipt of the original purchase order unless specific instructions are given on individual purchase orders. Only two shipments are allowed unless purchase order instructs otherwise. After the second shipment, no back orders will be accepted. Standard terms for shipment will prevail unless specific instructions are listed on the purchase order.
6. Purchasers shall not be charged for shipping and handling, or for any service charges. This includes any other terms that may be used for costs charged for transportation, packaging, or mailing.

7. Requestor is not responsible for orders placed by an individual or individuals by letter, mail order, telephone, or any means of communication not verified by a properly executed purchase order issued by the Entity.

INVOICING

1. The supplier shall invoice, by title, all books by flat item proposed discount. The titles on each invoice shall appear in the same order as shown on the original order. Each invoice shall clearly indicate the total quantity of titles reflected by the invoice.
2. Requestor shall remit payment within thirty (30) days of receipt and acceptance of books and receipt of a correct invoice, whichever is later. Acceptance by requestor shall constitute all items proposed being received and in good working order to the satisfaction of the purchaser.

VENDOR INVENTORY

1. Vendor must stock books from all major U.S. publishers unless vendor is a sole source vendor. All available titles must be listed in seasonal and replacement catalogs that are updated not less frequently than once a year.
2. Adequate inventories of all titles shall be carried to ensure an 85% or better fill rate on the first shipment within 30 days and a 90% or better fill rate on the second shipment within 90 days.

VENDOR SERVICES

1. Vendor shall provide electronic ordering service. Service offered shall either be an online service, a CD ROM service compatible with either a PC or MAC, or an order typing service. Requests are placed either online or in hard copy form, and vendor returns a computerized listing of selected items which constitutes an order confirmation. The confirmation order should reflect the unit price, proposed discount, extended price, and availability.
2. A dust jacket must be provided for each book, when appropriate, free of charge. Vendor must be capable of furnishing on request, within two weeks' time, lists of recommended titles to be used in selecting basic collections, current updating of collections, and/or replacing existing collections. These lists must be available in any a variety of formats dependent upon the level required.

INCLUSIONS

1. Each vendor will send a sample copy of an order confirmation for 25 titles of your choice. The confirmation order report should reflect the unit price, proposed discount, extended price and availability. The confirmation should reflect the standard confirmation form received upon placement of an order.
2. Each vendor shall submit a catalog of titles with accompanying standard publisher's list prices that shall govern the pricing for the term of this contract until vendor updates the catalog for ensuing years.
3. Each vendor shall include a material and binding specification sheet for each type of binding upon which a proposal is submitted. Each vendor must return the Binding Certification document.
4. Each vendor shall provide an explanation of their binding specifications for pre-bound books.
5. eBooks – provide information on web-based services that enable the secure distribution of eBooks, digital audio books, and other digital media through multiple channels.
6. Provide a service to search for hard to find and out of print books.

A. New Textbooks

ADDITIONAL SPECIFICATIONS

1. BINDING

The successful vendor(s) shall not propose on one class of bindings and substitute a lesser quality of bindings on orders submitted. Non-adherence to this will result in the return of any book that does not meet the binding specifications at the expense of the vendor. No substitutions of titles shall be acceptable without prior approval by requestor initiating the purchase order.

Library, Reference, Professional, and Trade Books

All bindings shall conform to the standards approved by the American Library Association and the Library Binding Institute for library, trade, and school/library bindings. The successful vendor(s) shall furnish books either in the publisher's best library binding or the particular binding or edition specified on a purchase order.

Pre-Bound Library, Trade, and Paperback Books

All pre-binding for books shall conform to the Library Binding Institute Standards for Library bindings for this binding type and specifically shall include the following: Illustrated covers, for Grade "F" library buckram material, following the design and art work of the paper dust jacket and or the original cover of the publisher's edition, shall be used on all juvenile titles. Should the original volume not have pictures and/or art work either on the cover or the dust jacket, then, and only then, may the title be pre-bound using a cover make of Grade "F" buckram which shall have pleasing designs and be lettered in appropriate colored inks and foils. The reinforcing fabric as described in the specifications shall be of sufficient width to enable it to extend onto the cover boards approximately ½ inch.

2. SPECIFICATIONS - LIBRARY BOOKS

Books over ½" in thickness shall be over sewn with library sewing. Books less than ½" in thickness shall be sewed through on a sewing machine or by hand. The stitches shall be approximately ½" apart. The sewing shall not extend more than 5/32" in from the back edge of the volume, provided that if sewed by machine no holes shall be made between the sewing, and these thread extensions shall be securely glued between the reinforcing fabrics. The machine used for this sewing shall be of a type that makes around smooth hole and not a large, three-cornered hole that damages the paper. The thread for this sewing shall be of the highest quality, natural color, polished 5-strand thread size 14. All other operations specified by the Library Binding Institute specifications for pre-bound book bindings including the rounding and backing of the book spine and round library corners of the volumes shall be followed on books with this binding type.

Pre-bound Trade Books and Pre-Bound Paperback Books

These specifications apply to pre-binding of trade books and paperback books in a hard cover binding. All bindings shall conform to the Library Binding Institute Standards for Library Bindings specifications for these binding types and shall include all items below. In initial processing, original publishers adhesive or hot melt glue is to be completely removed from spine by grinding or trimming. No more than .0625" of back gutter margin is to be removed. Removal will be clean and uniform without fraying, tearing, or mutilation to parts, pages, or content of volume. Volumes in excess of ¼" shall be adhesive bound, and volumes less than ¼" shall be Singer sewn. Text shall be fanned and glued with a polyvinyl adhesive. Adhesive can be either hot melt or gold glue. Run-in of adhesive should be no more or less than .0625". Adhesive bound volumes should provide durable easy opening without stress or tightness of any kind.

Flat or sewed volumes ¼" or under should be Singer sewn with 10 gauge 5-strand thread and stitches at least ½" or more apart. Singer end sheets are to be applied on all sewed volumes. Trimming book block, top-bottom, and force edge should not be in excess of 0.123" and in no case, should print be trimmed into. A back liner should be attached to the full length of the spine of the book. A woven or non-woven material of not less than .009" will be used and imbedded into glue. Covers should be Type

If non-woven materials with original paperback covers mounted, with title and author stamped on the spine or the original cover of the paperback cover and should be laminated with a clear polyester film not less than 1.5 mil inch in thickness or acceptable equal and be free of blemishes or distortions of any kind. All end papers shall be fabricated into a unit with the grain of the paper running parallel to the spine of the book. Volumes should be bound with sufficient pressure to insure good adhesion of the end papers and proper adhesion in the joints.

Paperback Books

Paperback books may not be shipped and may not be substituted for hardcover books unless specifically indicated on purchase order. Paperback books will be returned if shipped without authorization.

B. Used Textbooks

Member agencies may desire to purchase used textbooks instead of new ones. Used Textbooks may vary by subject, grade level and publisher. This section is designed to cover multiple transactions of different quantities throughout the school year. The purpose of this section is to award to a vendor (s) that will offer the best service and fair market prices for multiple purchases of used textbooks.

All Books must be clean, intact covers without user markings. Bindings must be strong. All pages must be present and intact. All pages must be clean and without notes or other user markings. Page edges must be clean and re-conditioned with all markings removed. Identification labels or stamps from previous owners must be removed or covered. Workbooks, lab manuals, practice books, etc. must be clean, complete, and never used. Books must retain the majority of their useful life, with 75-80% remaining useful life preferred.

These specifications are not to be construed as a complete listing which exempts the successful proposer from reasonable requirements necessary to provide used textbooks that are suitable for multiple years of service. The user school districts (and other participating entities) reserve the right to return any item it finds that is not suitable for intended use at the vendor's expense. The district is deemed to have the exclusive right to make this determination.

Service

Service includes but is not limited to:

1. Prompt delivery of books after receiving purchase order
2. Prompt response to a participating entity's inquiries regarding availability of items, delivery time and other needs as they arise during the term of the contract.
3. Ability and willingness to advise a participating entity and their staff when special needs arise.
4. Ability and willingness to investigate claims of defective and/or inferior quality and to make the necessary adjustments or corrections. Investigations to include onsite response if necessary.
5. Periodic visits to the participating entity's purchasing department from a company representative to provide service when necessary.
6. A variety of publishers, subjects and titles are requested for used textbooks and teacher editions and associated study materials.
7. All grade levels of textbooks are requested.
8. All title and copyright page information shall be intact.
9. Identification labels or stamps from previous owners shall be removed or covered.
10. Used textbooks shall not have mildew stains, missing pages, or persuasive underlining.

C. Electronic Textbooks

Participating agencies may desire to purchase Electronic textbooks instead of paper ones. Electronic Textbooks may vary by subject, grade level and publisher. This section is designed to cover multiple transactions of different quantities throughout the school year. The purpose of this section is to award to a vendor (s) that will offer the best service and fair market prices for multiple purchases of Electronic Textbooks or eBooks.

All eBooks must be able to work on either standard Microsoft operating systems or tablet operating systems unless the District specifies something else. eBooks should be new and unused.

These specifications are not to be construed as a complete listing which exempts the successful proposer from reasonable requirements necessary to provide eBook textbooks that are suitable for multiple years of service. The user school districts (and other participating entities) reserve the right to return any item it finds that is not suitable for intended use at the vendor's expense. The district is deemed to have the exclusive right to make this determination.

Service

Service includes but is not limited to:

1. Prompt delivery of Electronic Textbooks after receiving purchase order.
2. Prompt response to a participating entity's inquiries regarding availability of items, delivery time and other needs as they arise during the term of the contract.
3. Ability and willingness to advise a participating entity and their staff when special needs arise.
4. Ability and willingness to investigate claims of defective and/or inferior quality and to make the necessary adjustments or corrections. Investigations to include onsite response if necessary.
5. Periodic visits to the participating entity's purchasing department from a company representative to provide service when necessary.
6. A variety of publishers, subjects and titles are requested for used textbooks and teacher editions and associated study materials.
7. All grade levels of textbooks are requested.
8. All title and copyright page information shall be intact.

D. Disposal of Used Textbooks

Suppliers may be asked to assume responsibility for the collection and disposal of surplus classroom texts and library books. The successful vendor will pick up most books at any participant's location, or may be required to pick up surplus classroom texts and library books at District schools when there are multiple pallet loads for disposal.

Responding Suppliers will need to provide the method of disposal for surplus classroom texts and library books received from the District. Are the books to be re-sold, given to non-profits, or recycled?

The District is very concerned that the surplus texts do not become landfill waste. The District intends to contract with the qualified firm whose bid is deemed to be most advantageous to the District **BASED ON THE PRICE PAID PER POUND FOR SURPLUS BOOKS**. It is the intent of the District to award to one vendor however, if it is in the District's best interests, awards may be made to more than one vendor.

Minimum Price Paid per Pound \$ NO BID

Prices may be higher as agreed upon both parties.

TAB 2

Appendix E: QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Offeror must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies. (If applicable)

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Montana |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> California | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> New York |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Missouri | |

Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No

- If the answer is yes, do you plan to offer your program or partnership through TCPN Yes No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
 Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Offeror certifies that this firm is an MWBE

Yes No

List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Offeror certifies that this firm is a SBE or DBE

Yes No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Offeror certifies that this firm is a DVBE

Yes No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Offeror certifies that this firm is a HUB

Yes No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUB Zone)

Offeror certifies that this firm is a HUB Zone

Yes No

List certifying agency: _____

f. Other

Offeror certifies that this firm is a recognized diversity certificate holder

Yes No

List certifying agency: _____

4. Residency

Responding Company's principal place of business is in the city of JACKSONVILLE State of ILLINOIS.

5. Felony Conviction Notice

Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the third box is checked a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: LORI SMITH
Title: NATIONAL MGR/SALES & MKTG
Company: BOUND TO STAY BOUND BOOKS, INC.
Address: 1880 WEST MORTON
City: JACKSONVILLE State: IL Zip: 62650
Phone: 800/637-6586 Fax: 800/747-2872
Email: SALES@BTSB.COM

Billing & Reporting/Accounts Payable

Contact Person: CYNDI BYAL
Title: ACCOUNTING CLERK
Company: BOUND TO STAY BOUND BOOKS, INC.
Address: 1880 WEST MORTON
City: JACKSONVILLE State: IL Zip: 62650
Phone: 800/637-6586 Fax: 800/747-2872
Email: ACCOUNTING@BTSB.COM

Marketing

Contact Person: LORI SMITH
Title: NATIONAL MGR/SALES & MARKETING
Company: BOUND TO STAY BOUND BOOKS, INC.
Address: 1880 WEST MORTON
City: JACKSONVILLE State: IL Zip: 62650
Phone: 800/637-6586 Fax: 800/747-2872
Email: SALES@BTSB.COM

7. **Distribution Channel:** Which best describes your company's position in the distribution channel:

- Manufacturer direct Certified education/government reseller
- Authorized distributor Manufacturer marketing through reseller
- Value-added reseller Other _____

8. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee. Yes No
(Fee calculated based on invoice price to customer)
- Additional discounts for purchase of a guaranteed quantity? Yes No

9. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

[Remainder of Page Intentionally Left Blank]

TAB 3

Appendix F – Company Profile

1. Bound to Stay Bound Books, Inc.

2. Brief History - Bound to Stay Bound Books, Inc. was founded January 20, 1920 as New Method Book Bindery. In January, 1970 the name was changed to Bound to Stay Bound Books, Inc. Each year, we participate in opening hundreds of new school libraries and many public libraries. We average over 90% availability on the first shipment. We furnish recommended collection listings, a selection guide of titles balanced to national standards and based on the number of books you need or dollars you have to spend. With our order typing service, you receive a title status report showing the cost and availability of the titles you select, including any processing options you request. Most orders are delivered within 7 to 10 days after receipt of order. Though we do produce very sturdy books with our exclusive B^TS^B Picture Cover™ Plus illustrated covers and even though these books will last at least 10 times as long as most other editions, our price will still be competitive.

3. Our Dun & Bradstreet number is 37-0439010.

4. We are located at 1880 West Morton, Jacksonville, IL 62650.

5. We employ 15 Sales Reps around the country: North Central Division, South Texas Division, West Central Division, Mountain Division, Northeastern Division, Mid-Eastern Division, Carolina Division, Southwestern Division, ArkLaTex/Oklahoma Division, Northwest Division, East Central Division, North Texas Division, Southern Division and South Central Division.

6. Our office is located at 1880 West Morton, Jacksonville, IL 62650. Phone: 800/637-6586
Lori Smith, National Manager/Sales & Marketing – sales@btsb.com
Milton Van Dusen, Sales Rep (Georgetown, TX) – mvandusen@btsb.com
800/637-6586, ext. 3530
Katie Walter, Customer Support Rep – kwalter@btsb.com; 800/637-6586, ext. 3155

7. Contact Information - Sales, Marketing, Executive Support – Lori Smith employed at B^TS^B for 30 years, 5 in position sales@btsb.com

Sales Support – Katie Walter employed at B^TS^B for 10 years, all in position.

kwalter@btsb.com

Financial – Cyndi Byal employed at B^TS^B for 17 years, all in position. cbyal@btsb.com

8. Standard Terms of Payment – Net 30 days

9. Competition - Follett, Permabound, Mackin

10. Overall annual sales for the last three years

2014 = \$17,164,081

2015 = \$16,940,801

2016 = \$16,804,607

11. Overall public sector sales ...

Same as question 10

12. Strategy to increase market share?

The strategy to increase market share:

1. Increase the number of sales representatives in areas that have potential business growth for Bound to Stay Bound.
2. Increase curriculum sales– offering classroom sets that can be customized for the district.
3. Provide quality collection analysis and weeding assistance.
4. Improve the BTSB Bookstore to make more intuitive.
5. Continue to support State Meeting by sponsoring Bluebonnet Luncheon
6. Extend special offers to districts on a seasonal basis.

13. What differentiates your company from competitors?

The BTSB Difference

Bound to Stay Bound Books is known for producing the highest quality pre-bound library books in the industry. Our books exceed the American National Standard for binding (ANSI Z39.78-2000) to give them superior quality, appearance, and most importantly, long life. These specifications and testing are designed to provide libraries with durable, high quality books that they deserve. All of this sounds good but many people want to know more specifics about the difference between a Bound to Stay Bound pre-bound library book and other library books available. Bound to Stay Bound continually researches ways to improve our product for our customers. You may have noticed some of the improvements over the past several years.

The **BTSB Picture Cover Plus** is a cover that is imprinted with each title's original artwork. The blurb from the book jacket is printed on the back cover of every Bound to Stay Bound book. If a publisher jacket is not available, the summary of the book is printed on the back cover.

One of the more noticeable changes that have been made over the past several years are the **KidProof covers**. This new material was designed specifically for Bound to Stay Bound Books to increase the durability of the already strong cover material used. Bound to Stay Bound is the only company that uses this unique material for our book covers. The covers are printed and laminated to seal in the color and provide a glossy, durable, washable finish to our books.

All books cases are made using **library corners**. This can be seen by opening the cover of a Bound to Stay Bound book. You will notice a double fold of our KidProof cover material on both sides of all four corners that reinforces the book corners; protects

them against fraying, bending and turning; and thus assures greater durability and longer life. This causes the corners of the cover to appear to be a bit rounded.

The binding of choice is and always has been sewn pages. **Side sewing or over sewing** the book pages is the strongest possible binding option. There are times that the books do not have enough of an inner page margin for Bound to Stay Bound to sew the pages so an alternative to sewing is a **PUR (polyurethane reactive) adhesive**. This is a pliable, flexible adhesive that is meant to be opened and closed and offers an excellent alternative to sewing. All Bound to Stay Bound Books are guaranteed to last hundreds of circulations.

A **triple end sheet** with a linen hinge is used that locks the sewn thread in place for extra strength. This allows the book to open at the back of the spine, thus leaving no pressure on the sewing or stitching of the pages. This is noticeable when you open the front cover of the book and it opens next to the spine rather than opening to the sewing, as in what are called "wide hinge books".

Since a Bound to Stay Bound book lasts for hundreds of circulations, we always choose a **higher quality paper** for our books. What good is a high quality binding if the paper pages won't last. The only time that a lower quality paper is used in a Bound to Stay Bound book is when there are no other paper alternatives available.

BTSB pays close attention to the binding details and does not sacrifice steps to make our pre-binding process faster. Many of these processes are not noticeable to librarians but affect the quality of the books produced. As books are received from the publisher, they are **inspected** before even starting the BTSB binding process. A linen **back lining** extends down the sides of the book block onto the pages, acting as a bumper between the book and the cover. This offers more strength holding the book block to the cover of the book. Every Bound to Stay Bound book is inspected before receiving the **gold seal** in the inside front cover of the book to insure the highest quality and craftsmanship.

Our Bound to Stay Bound customers have noticed the BTSB difference. There are over 30 customer testimonials on the BTSB website where our customers say they purchase from Bound to Stay Bound because "the books last, don't fall apart, will last a lifetime, books hold up to locker crunches, football practice and students using them as last minute snowboards down a hill!" Listen to customer testimonials at <http://www.btsb.com/aboutus/customers/>.

14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.

The BTSB Bookstore www.btsb.com, is our easy to use on-line catalog. Search for thousands of titles by author, Sears subject heading, Dewey Decimal Classification, reading programs and more, plus you can narrow your searches by using our unique advance search options. The Bookstore allows you to view a book's cover art and a sample page, your discounted price and catalog record; read full text reviews from School Library Journal, Booklist, and Bulletin of the Center for Children's Books, check for availability and find out more about the author. The Bookstore also offers over

15,00 audio and video clips for you to use to introduce new titles and author to students and faculty. There are also over 4,000 publisher lesson plans that can be downloaded free of charge. You can create book lists, add and delete titles, and merge your lists. With the Bookstore you can copy and mail or electronically transmit you orders, order or reserve titles online and receive rapid confirmation. After you order is submitted, use the order tracking feature to see what has been shipped and what is on backorder, print invoices, packing lists and bar code listings, download MARC records and much more.

15. Bound to Stay Bound Books offers complete customer service based solely on providing each customer with a friendly, knowledgeable, and quick response or resolution to all questions or needs. Each customer has their own personal customer support representative assigned exclusively to their account. Our reps are available to help with title selection, processing options, navigating the web site or placing an order.

Our customer service phone lines are open Monday through Friday from 7:00 am to 6:00 pm Central Standard Time. Live Chat on our web site is also available from 7:00 am to 6:00 pm Central Standard Time. You may also email us at btsb@btsb.com.

16. Bound to Stay Bound Books, Inc. has not been involved in any litigation, bankruptcy or reorganization.

17. Detail how your organization plans to market this contract within the first ninety days of the award date:

Bound to Stay Bound plans to market this contract in several ways.

1. A targeted email blast to all accounts in the Region 4 area announcing the partnership between BTSB and Region 4
2. A targeted mailing to all accounts in the Region 4 area announcing the partnership between BTSB and Region 4
3. Signage at the Texas Library Association Meeting in the BTSB Booth
4. There will be a page on the BTSB web site that will list the partnership
5. Added branding to any marketing pieces that are distributed in the Region 4 area

18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded?

Bound to Stay Bound will, in conjunction with Region 4, put together a benefits flyer that will be made available at any district or state meeting in the Region 4 area. These benefits will also be on the partnership page of the BTSB website. This page can also be emailed and mailed to any customer/prospect in the Region 4 area.

19. Explain how your company plans to market this agreement to existing government customers.

Bound to Stay Bound will, in conjunction with Region 4, put together a benefits flyer that will be made available at any district or state meeting in the Region 4 area. These

benefits will also be on the partnership page of the BTSB website. This page can also be emailed and mailed to any customer/prospect in the Region 4 area.

20. Describe a detailed 90 day plan describing how the contract will be implemented within your firm.

1. Meetings with the Sales Representative to notify and educate them on the partnership and the benefits of the partnership.
2. Meetings in the home office with the Marketing staff to begin work on the benefits information, and establish an email and mailing plan to both current customers and prospects in the Region 4 area.
3. Meetings with the Customer Service / order departments educating them on the partnership and benefits of the partnership

21. Describe how you intend on training your national sales force on the Region 4 ESC agreement.

1. Initial SKPYE meetings would be conducted to educate the sales force on the partnership
2. All marketing materials will be explained to the sales force and made available to them both in a print format and an electronic format.
3. BTSB holds an annual sales meeting during the summer and this topic would be on the training and education agenda for the meeting.

22. Bound to Stay Bound Books, Inc. agrees to provide our company log to Region 4 ESC and to provide permission of such logo in marketing communications and promotions.

23. Provide the revenue???

The potential revenue over the first three years of this agreement is not able to be determined at this time.

24. Describe your company's implementation and success with existing cooperative purchasing programs.

Bound to Stay Bound has a solid working relationship with the following purchasing cooperatives:

- ESC Region 2 – Corpus Christi
- ESC Region 19 – El Paso
- ESC Region 1 – Edinburg
- ESC Region 5 - Beaumont

25. Bound to Stay Bound would be able to produce reports as needed.

26. We can provide consolidated billing by location, but we do not supply time & attendance reports.

TAB 4

Organization

Bound to Stay Bound Books, Inc. was founded January 20, 1920 as New Method Book Bindery. In January, 1970 the name was changed to Bound to Stay Bound Books. All Bound to Stay Bound prebound editions meet or exceed the ANSI/NISO/LBI Z39.78 Standards for library binding.

Each year, BTSB participates in opening hundreds of new school libraries and many public libraries. We average over 90% availability on the first shipment. Books are packed in exact shelf-ready sequence with boxes clearly labeled.

We furnish recommended collection listings, a selection guide of titles balanced to national standards and based on the number of books you need or dollars you have to spend. With our order typing service you receive a title status report showing the cost and availability of the titles you select, including any added processing options you request. A wide variety of shelf-ready processing options are available.

Our Collection Development Coordinator, Linda Price, is an experienced professional assigned to work with you through each step of building your new collection.

Financial Statement

Bound to Stay Bound has annual sales in the 20 million dollar range with a very strong balance sheet. Currently the company has no borrowings and has more than sufficient cash flow to meet all of its obligations. This information can be verified through our Dun and Bradstreet No. 005228606.



Bound to Stay Bound Books

1880 West Morton Avenue

Jacksonville, IL 62650-2619

(800) 637-6586 • Fax: (800) 747-2872

QUALITY SINCE 1920

www.btsb.com

Our online catalog,
The BTSB Bookstore,
can be accessed at
www.btsb.com.



Bound to Stay Bound Bookstore Quick Start Guide



LOGGING IN

You can search the Bookstore without logging in. However, to create a book list or add to an existing one you must **Log In** or **Register Now** and complete the registration or login process to gain full access to the Bookstore. To Log In enter your **e-mail** and **password** in the boxes provided.



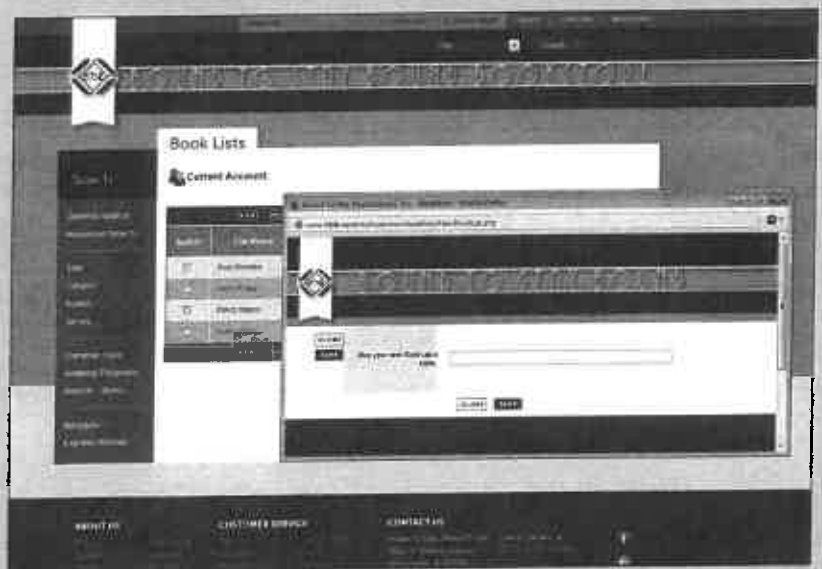
QUICK SEARCH

Once logged in, you will have full access to the Bookstore. To search for a specific title, author, subject, or ISBN, use the **Quick Search** box at the upper-right corner of the screen.

SEARCHING FOR TITLES

Before beginning your search, select an existing book list or begin a new list by selecting the **New** button in the **My Book Lists** box.

Whether you are starting a new book list or adding to an existing one, select how you wish to search from the **Search** menu on the left side of the screen. On the top menu bar, you can also view our latest **Brochures**, begin a **Live Chat** with a BTSB representative, or place an order from the book store.



EXAMINING TITLES

When your search is complete, your list will appear. If the search results did not give you the desired results, use the **Search Filters** located under the **Tools** menu box. Adjust the arrows as needed to eliminate unwanted titles. It is not necessary to conduct another search. To add a title to your book list, simply click on the + sign to the left of the quantity box. You can also manually enter the number of copies desired, or you can **Add 1 each from this page** or **Add 1 each from all results**.

Search Results

Current Account:

You are viewing: Quick Search for fancy nancy by Title | Sort By Age | Display 20 Items

35 total titles found | Page 1 of 2 | View page: 1 of 2 | 12

Simply add a title by clicking the +

Quantity	Title	Your Discounted Price
0	Fancy Nancy by O'Connor, Jane (HarperCollins, 2008) ISBN: 9780060542082 Series: Fancy Nancy Ages: 4-7 Lexile: 420 AR Rd Lvl: 2.1 AR Int Lvl: LG AR Pts: 0.5 AR Qnts: 103067 Summary: Nancy believes that more is always better when it comes to being fancy. Dewey: E BTSS #: 685842	\$ 19.99 *
0	Fancy Nancy : apples galore! by O'Connor, Jane (Harper, 2013) ISBN: 9780062083111 Series: I can read book. Level 1, Fancy Nancy Ages: 4-8 AR Rd Lvl: 2.1 AR Int Lvl: LG AR Pts: 0.5 AR Qnts: 162809 Summary: What could be more splendidous than an autumn field trip to the apple orchard? Dewey: E BTSS #: 685822	\$ 11.60 *
0	Fancy Nancy : aspiring artist! by O'Connor, Jane (HarperCollins, 2011) ISBN: 9780061915200 Series: Fancy Nancy Ages: 4-7 AR Rd Lvl: 3.4 AR Int Lvl: LG AR Pts: 0.5 AR Qnts: 143327 Summary: Fancy Nancy shares all her fancy tips on being an artist extraordinaire! Dewey: E BTSS #: 685829	\$ 16.49 *

ADD 1 each from this page ADD 1 each from all results

VIEW BOOKLIST Add to this Book List Fancy Nancy - BTSB School! or create a new Book List GO

If you choose to use our duplicate checking feature, DupCheck, a stoplight will appear next to each title telling you if you have it in your collection. A **red** light means that we have found an exact match and you already have that title. A **yellow** light means we have found a partial match and you should check further. A **green** light means we are confident you do not have this title in your current collection. For more information, call Customer Support for details on adding this service.

Search Results

Current Account:

You are viewing: Quick Search for fancy nancy by Title | Sort By Age | Display 20 Items

35 total titles found | Page 1 of 2 | View page: 1 of 2 | 12

Simply add a title by clicking the +

Quantity	Title	Your Discounted Price
1	Fancy Nancy by O'Connor, Jane (HarperCollins, 2008) ISBN: 9780060542082 Series: Fancy Nancy Ages: 4-7 Lexile: 420 AR Rd Lvl: 2.1 AR Int Lvl: LG AR Pts: 0.5 AR Qnts: 103067 Summary: Nancy believes that more is always better when it comes to being fancy. Dewey: E BTSS #: 685842	\$ 19.99 *
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BOOKSTORE KEY

- Media is a book
- Media is a Playaway
- Title has a dust jacket available
- Meets Common Core or other state standards
- Audio preview available
- Video preview available
- Title is on one other book list
- Title is on multiple other book lists

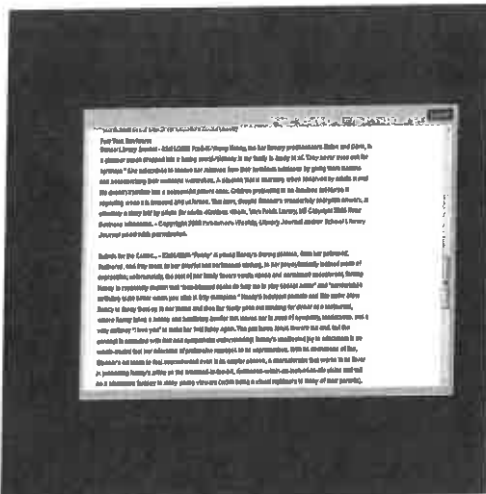
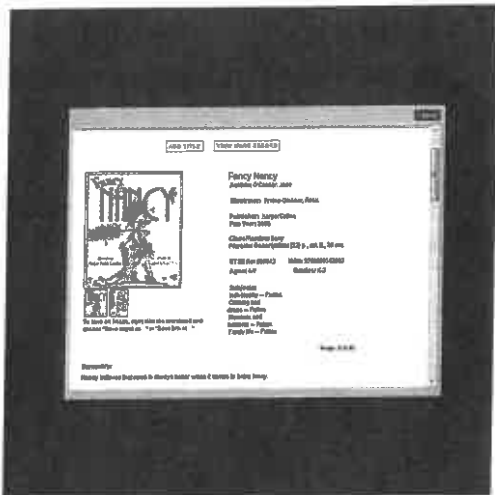
Simply add a title by clicking the +

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TITLE DETAILS

Click on the underlined title to view Cover Art, Bibliographic Detail, Sample Pages, and Full Text Reviews from School Library Journal, Booklist, and Bulletin of the Center for Children's Books. You can also view the MARC record.

When you add a title to your book list, the background color will change to verify that the title has been added. To view all the titles you have selected for this book list, click **View Book List**.



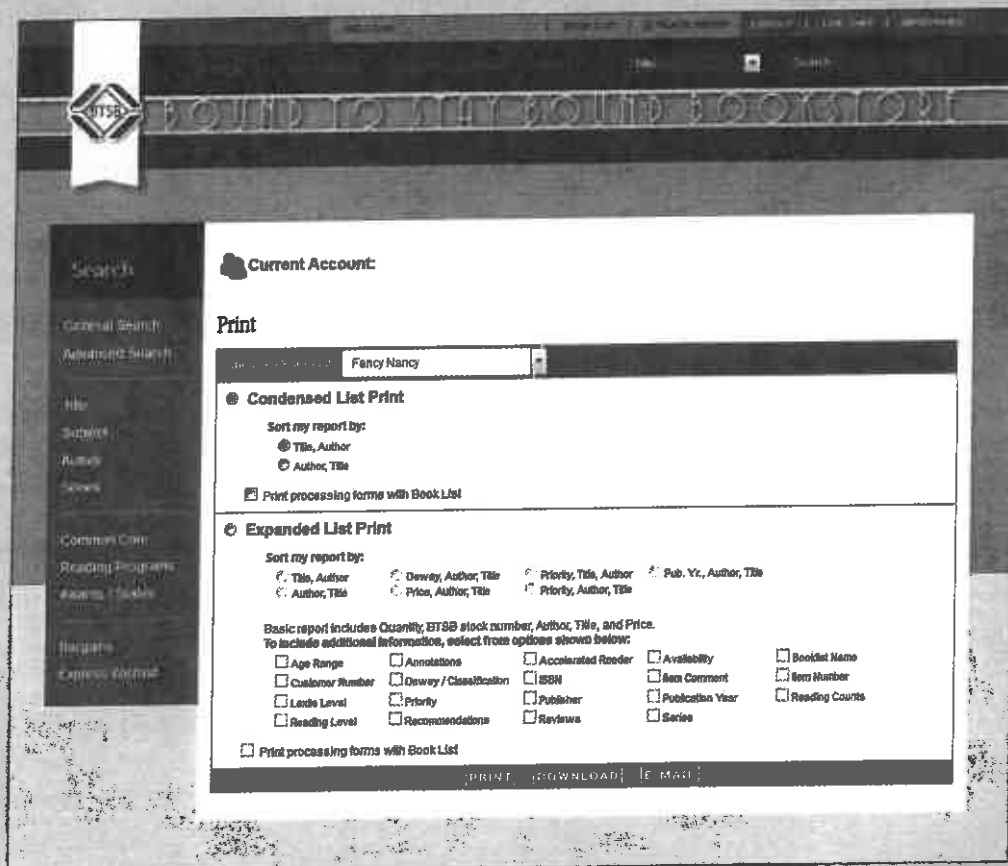
PREPARING ORDERS

To print your book list, click the underlined list name you want to print from **My Book Lists**, then select the **Print** icon in the Book List detail or on the right under the menu bar.

From the **Print** screen, select the field(s) you want included with your printed list, then click **Print** at the bottom. You may also choose to download or email the list.

OR

You can also send your Book List to Bound To Stay Bound electronically using the **Place Order** button on the top grey menu bar.





Bound to Stay Bound Books

1880 West Morton Avenue

Jacksonville, FL 32250-2619

(800) 637-6586 • Fax: (800) 747-2872

QUALITY SINCE 1920

www.btsb.com

GUARANTEE & RETURNS POLICY

GUARANTEE: Bound To Stay Bound books are unconditionally guaranteed against imperfections in the binding or errors in cataloging and processing.

RETURNS POLICY: Unmarked, unprocessed, resalable books may be returned for credit upon request. Processed or marked books may only be returned due to imperfections in the binding or errors in cataloging or processing. Appropriate correction, replacement or credit will be handled promptly upon request.

BOUND TO STAY BOUND BOOKS, INC. RETURN POLICY AND FORM

To return books, please read the following information, complete the form below, enclose a copy of the form with the books and send them to the address shown on the shipping label provided. All returns should be completed within 90 days.

Non-processed books

- Please, inspect your order carefully for damage or errors before marking or stamping the books in any way.
- No prior authorization is needed to return books that have not been processed.
- All returned books must be unused, unstamped, and in salable condition.

Processed books

- You must call or email for authorization prior to returning any processed books. Call 800-637-6586 (At the announcement, PRESS 6) or email btsb@btsb.com.
- Processed books are not returnable unless BTSB is responsible for an error or defect.

Packing/Shipping of books you are returning

- Returned books must be undamaged and in salable condition to be accepted for credit.
- Books should be returned via a method that can be traced. (Keep any postal receipts, UPS receipts, etc. in case of loss or damage.)
- To avoid in-transit damage, please be sure to use protective material to firmly secure the books being returned.
- In packing avoid covers in contact with the pages of other books, inadequate packing material, inappropriate packing material (e.g. newspaper), and leaving foreign material in the books that could damage pages.

Credit

- Exchanges will be made and/or credits issued once the returned books have been examined and determined to be in salable condition.
- If you have any questions, please contact the Returns Department at 800-637-6586 (At the announcement, please press 6) or email btsb@btsb.com.

Please, help us by completing the following information.

Customer Number	Reference Number	Purchase Order Number	Purchase Order Date	Invoice Date	Invoice Number

Contact Name _____

Library Name _____

Address _____

City _____ State _____ Zip _____

Phone # _____ Ext. # _____

Email address _____

Quantity	BTSB Stock Number	Title	Bar Code #

Reason for Return:
(Circle one)

Incorrect Title
Defective Title

Duplicate Title
Processing Error

Damaged Title
Unsuitable for collection

Handle Return:
(Circle one)

Exchange for titles indicated

Credit our account



**SHIP TO: BOUND TO STAY BOUND BOOKS, INC.
ATTN: RETURNS DEPARTMENT
1880 WEST MORTON AVE.
JACKSONVILLE, IL 62650-2619**

NEEDVILLE INDEP SCH DIST
PO BOX 412
NEEDVILLE, TX 77461

Customer Number: 43687000
Order Number: 70344
P.O. Number: SAMPLE
Cancel Date: 05/02/17

Dear Customer,

Attached is a listing of titles from your recent order.

A shipment of all available titles will be made in accordance with your instructions.

Please remember that books, processed or marked in any way, can only be returned if there is an imperfection in the binding, processing, or printing.

Our thanks for your business and for this opportunity to be of service.

Respectfully yours,
Bound To Stay Bound Books, Inc.
Customer Support

Phone # 800-637-6586

Fax # 800-747-2872

BTSS Sample Order Confirmation

NEEDVILLE INDEP SCH DIST
 PO BOX 412
 NEEDVILLE, TX 77461

NEEDVILLE INDEP SCH DIST
 PO BOX 412
 NEEDVILLE, TX 77461

When deleting titles from this list, please cross
 out only the title, leaving the stock number

Customer No 43687000 P. O. SAMPLE
 Reference No 70344 P. O. Date 03/03/17

Order Limit null
 Cancel Date 05/02/17

Thank You!

Bound to Stay Bound Books, Inc.
 Phone # 800-637-6586 Fax # 800-747-2872

Report Printed 03/03/201

Title	STS	QTY	Author	Title	Pub	ITE	NET	Price	ISBN	Ages	Dewey
053862	R	1	ALLEN	SPIRIT WEEK SHOWDOWN *	BAL		\$ 19.61	\$ 19.61	0-06-234233-9	08 - 12	F
064686	R	1	APPELT	MAYBE A FOX *	ATH		\$ 19.61	\$ 19.61	1-442-48242-7	10 - 14	F
091663	R	1	BARNHILL	GIRL WHO DRANK THE M *	ALG		\$ 19.59	\$ 19.59	1-616-20567-9	10 - 14	F
095105	R	1	BARTON	WHOOSH *	CHB		\$ 19.59	\$ 19.59	1-580-89297-3	07 - 10	B 609.2
097159	R	1	BAUER	LITTLE CATS LUCK *	SIM		\$ 19.61	\$ 19.61	1-481-42488-2	08 - 12	F
097239	R	1	BAUER	SOAR *	VIK		\$ 19.61	\$ 19.61	0-451-47034-6	10 - 14	F
145114	R	1	BRALLIER	LAST KIDS ON EARTH *	VIK		\$ 17.51	\$ 17.51	0-670-01661-6	08 - 12	F
154496	R	2	BRODY	WEEK OF MONDAYS	FAR		\$ 20.31	\$ 40.62	0-374-38270-0	12 - 17	F
158098	R	1	BROWN	LOLA LEVINE DRAMA QU *	LIT		\$ 18.91	\$ 18.91	0-316-25843-1	07 - 10	F
196173	R	2	CARTER	SIMON THORN AND WOLFS DEN	BLO		\$ 19.61	\$ 39.22	1-619-63404-X	08 - 12	F
245992	R	1	COUSTEAU	FOLLOW THE MOON HOME *	CHR		\$ 19.61	\$ 19.61	1-452-11241-X	05 - 08	F
298462	R	1	EAGAR	HOUR OF THE BEES	CDW		\$ 19.61	\$ 19.61	0-7636-7922-4	10 - 14	F
316915	R	1	EULBERG	GREAT SHELBY HOLMES *	BLO		\$ 19.61	\$ 19.61	1-681-19051-6	08 - 12	F
374122	R	1	GEMEINHART	SOME KIND OF COURAGE *	SCH		\$ 19.61	\$ 19.61	0-545-66577-9	08 - 12	F
462322	R	1	HOOD	ADAS VIOLIN *	SIM		\$ 20.31	\$ 20.31	1-481-43095-5	04 - 08	N 784.20
487535	R	1	JAMIESON	GREAT PET ESCAPE *	HLT		\$ 18.91	\$ 18.91	1-627-79105-1	06 - 10	N 741.5
504600	R	1	JUNG	UNIDENTIFIED SUBURBAN *	SCH		\$ 19.61	\$ 19.61	0-545-78226-0	08 - 12	F
581209	R	1	LLOYD	KEY TO EXTRAORDINARY *	SCH		\$ 19.61	\$ 19.61	0-545-55274-5	08 - 12	F
605357	R	1	MARSHALL	IN THE FOOTSTEPS OF CRAZY *	AMU		\$ 19.59	\$ 19.59	1-419-70785-X	10 - 14	F
707363	R	1	PECK	BEST MAN *	DIA		\$ 19.61	\$ 19.61	0-8037-3839-0	09 - 12	F
749491	R	1	RHODES	TOWERS FALLING *	LIT		\$ 19.61	\$ 19.61	0-316-26222-6	08 - 12	F
884839	R	1	TONATIUH	PRINCESS AND THE WARRIOR *	ABR		\$ 19.59	\$ 19.59	1-419-72130-5	06 - 09	N 398.2
893718	R	1	TURK	STORYTELLER *	ATH		\$ 21.01	\$ 21.01	1-481-43518-3	04 - 08	E

Ready 25 \$ 490.17

25 Books \$ 490.17
25 With Processing \$ 23.50

Order Total \$ 513.67

AR = Accelerated Reader RC = Reading Counts

Status Status (STS) Code Definitions

- R Title ready for immediate delivery.
- #1 or #2 Title out of stock and on order with publisher.
- #3 Just received from publisher, will be available in about 6 weeks.
- #4 or #5 Beginning stages of prebinding, will be available in about 3 to 4 weeks.
- #6 Finishing stages of production, will be available in 1 to 2 weeks.
- #7 Final inspection, title will be available in approximately 1 week.

Note:

The prediction of the number of weeks binding time is an average based on normal production. It is possible an individual title might be delayed for lack of a picture cover, or for other reasons, so we emphasize the time element is not necessarily accurate.

Binding Definition
Bound to Stay Bound Books
LIBRARY BINDING

1. Bound to Stay Bound Books, Inc. (BTSB) supplies only Library Prebound books following ANSI/NISO/LBI Z39.78-2000 Specifications for Library Binding.
2. All books have our exclusive Picture Cover™ *Plus* illustrated cover printed on our specially designed durable KidProof™ cover material.
3. Books less than 5/8" in thickness and having sufficient inner margins are side sewn.
4. Books over 5/8" in thickness and having sufficient inner margins are oversewn.
5. Sewn books include our three piece acid-free endsheet (flyleaf) with linen hinge.
6. Books with insufficient inner margins may be adhesive bound using a polyurethane reactive adhesive.
7. All books carry an unconditional guarantee against defects in binding or errors in processing.

TAB 5

BTBSB References – 2016 Sales of BTBSB Books & Services

Fort Worth ISD
Fort Worth, TX 76110
817/814-3120
BTBSB Customer since 1/1/72
Carter Cook, Library Coord
\$85,304.19 – 4,717 books

North East ISD
San Antonio, TX 78217
210/407-0001
BTBSB Customer since 1/1/72
Faye Hagerty, Library Coord
\$55,840.91 – 3,138 books

Goose Creek CISD
Baytown, TX 77520
281/420-4585
BTBSB Customer since 1/1/72
Suzy Ferrell, Library Coord
\$50,482.51 – 2,712 books

Klein ISD
Spring, TX 77388
832/249-4317
BTBSB Customer since 4/22/92
Stephanie Green, Library Coord
\$146,315.92 – 8,294 books

Cypress Fairbanks Schs
Houston, TX 77065
281/897-4141
BTBSB Customer since 1/1/72
Diane Garland, Library Coord
\$144,697.88 – 8,124 books

Aldine ISD
Houston, TX 77032
281/985-6415
Customer since 1/1/72
Cindy Buchanan
\$193,985.39 – 11,192 books

Round Rock ISD
Round Rock, TX 78681
512/428-2975
BTBSB Customer since 5/4/93
Ami Uselman, Library Coord
\$137,864.70 – 7,777 books

Comal ISD
New Braunfels, TX 78130
830/221-2099
BTBSB Customer since 3/1/89
Sharon Spinks
\$54,661.75 – 3,103 books

Fort Bend ISD
Sugar Land, TX 77479
281/634-1264
BTBSB Customer since 1/1/72
Suzanne Lyons, Library Coord
\$122,975.10 – 6,960 books

Katy ISD
Katy, TX 77494
281/234-0528
BTBSB Customer since 12/1/84
Barbara Jinkins, Library Coord
\$210,143.64 – 11,662 books

TAB 6

TAB 7

Appendix G:
VALUE ADD

Provided at no charge from BTSB:

Shipping

Barcode, Spine Label

MARC records when downloaded from our website at www.btsb.com.

Order Typing Service

Collection Development Assistance

Collection Analysis Review

Duplicate Check Service

Lesson Plans

Also when ordering 25 or more copies of a title, such as classroom sets, dictionaries, etc., we can add customized covers with your school logo on the front, back or spine of the collection.

TAB 8



Vendor Contract Launch

Vendors must commit to attending a contract launch meeting with a member of the Business Development Team should they be awarded a contract with Region 4 ESC through this RFP. Vendor contract launches are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

It is highly recommends that the individuals who will handle contract management, reporting and marketing are in attendance.

If awarded, please provide contact information for scheduling:

BOUND TO STAY BOUND BOOKS, INC.

Vendor

MILTON VAN DUSEN

Point of Contact

SALES REP

Title

800/637-6586, EXT. 3530

Phone Number

MVANDUSEN@BTSB.COM

Email Address

Signature:

Date: 3/6/17

Appendix H:

ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation HB 1295 (Certificate) of Interested Parties)
- DOC #7 EDGAR Certifications

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #8 Ownership Disclosure Form
- DOC #9 Non-Collusion Affidavit
- DOC #10 Affirmative Action Affidavit
- DOC #11 Political Contribution Disclosure Form
- DOC #12 Stockholder Disclosure Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: BOUND TO STAY BOUND BOOKS, INC.

Title of Authorized Representative: NATIONAL MANAGER/SALES & MARKETING

Mailing Address: 1880 WEST MORTON JACKSONVILLE, IL 62650

Signature:  LORI SMITH

DOC #2

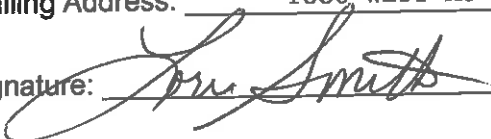
Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: BOUND TO STAY BOUND BOOKS, INC.

Title of Authorized Representative: NATIONAL MANAGER/SALES & MARKETING

Mailing Address: 1880 WEST MORTON JACKSONVILLE, IL 62650


Signature:  LORI SMITH

LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.


Signature of Offeror LORI SMITH

2/6/17

Date

DOC #4 **CONTRACTOR CERTIFICATION REQUIREMENTS**

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.


Signature of Offeror LORI SMITH

3/6/17
Date

DOC #5

**ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor BOUND TO STAY BOUND BOOKS, INC.

Offeror



Signature

LORI SMITH

Printed Name

Address 1880 WEST MORTON

JACKSONVILLE, IL 62650

NATIONAL MANAGER/SALES & MARKETING
Position with Company

Authorizing Official



Signature

LORI SMITH

Printed Name

Phone 800/637-6856

Fax 800/747-2872

NATIONAL MANAGER/SALES & MARKETING
Position with Company

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BOUND TO STAY BOUND BOOKS, INC.
JACKSONVILLE, IL United States

Certificate Number:
2017-174057

Date Filed:
03/02/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

REGION 4 EDUCATION SERVICE CENTER

Date Acknowledged:

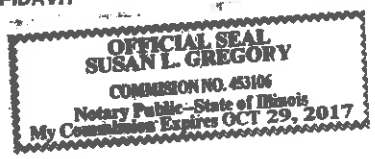
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

17-07
BTSB PREBOUND LIBRARY BOOKS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Lori Smith
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Lori Smith, this the 6th day of MARCH, 2017, to certify which, witness my hand and seal of office.

Susan L. Gregory Susan L. Gregory Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

EDGAR CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

REGION 4 EDUCATION SERVICE CENTER is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to REGION 4 EDUCATION SERVICE CENTER along with your proposal.

The following certifications and provisions are required and apply when REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1906, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES LS Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. REGION 4 EDUCATION SERVICE CENTER also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 EDUCATION SERVICE CENTER believes, in its sole discretion that it is in the best interest of REGION 4 EDUCATION SERVICE CENTER to do so. Vendor will be compensated for work performed and accepted and goods accepted by REGION 4 EDUCATION SERVICE CENTER as of the termination date if the contract is terminated for convenience of REGION 4 EDUCATION SERVICE CENTER. Any award under this procurement process is not exclusive and REGION 4 EDUCATION SERVICE CENTER reserves the right to purchase goods and services from other vendors when it is in REGION 4 EDUCATION SERVICE CENTER's best interest.

Does Vendor agree? YES LS Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES LS Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES LS Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process.

Does Vendor agree? YES LS Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES LS Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES LS Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES LS Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C.

1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES LS Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by REGION 4 EDUCATION SERVICE CENTER for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES LS Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES LS Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES LS Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES LS Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES LS Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: BOUND TO STAY BOUND BOOKS, INC.

Address, City, State, and Zip Code: 1880 WEST MORTON JACKSONVILLE, IL 62650

Phone Number: 800/637-6586 Fax Number: 800/747-2872

Printed Name and Title of Authorized Representative: LORI SMITH, NATIONAL MGR/SALES & MKTG

Email Address: SALES@BTSB.COM

Signature of Authorized Representative:  Date: 3/6/17

DOC #8

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: BOUND TO STAY BOUND BOOKS, INC.

Street: 1880 WEST MORTON

City, State, Zip Code: JACKSONVILLE, IL 62650

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, LORI SMITH, an authorized representative of BOUND TO STAY BOUND BOOKS, INC. corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

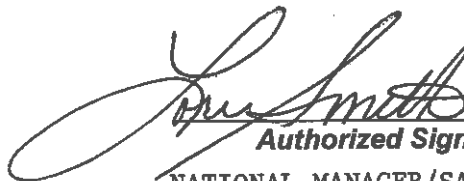
(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
BARBARA SIBERT	1 MEADOWS RIDGE ROAD CARBONDALE, IL 62903	21.1%
KATHERINE SIBERT	4 OWL CREEK ROAD MURPHYSBORO, IL 62966	21.1%
MARTHA SIBERT	36 ELIOT CRESCENT CHESTNUT HILL, MA 02467	21.1%
ROBERT SIBERT	2339 MOUND ROAD JACKSONVILLE, IL 62650	25%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

3/6/17

Date



LORI SMITH

Authorized Signature and Title

NATIONAL MANAGER/SALES & MKTG

DOC #9

NON-COLLUSION AFFIDAVIT

Company Name: BOUND TO STAY BOUND BOOKS, INC.

Street: 1880 WEST MORTON

City, State, Zip Code: JACKSONVILLE, IL 62650

State of ~~New Jersey~~ ILLINOIS

County of MORGAN

I, LORI SMITH of the JACKSONVILLE
Name City

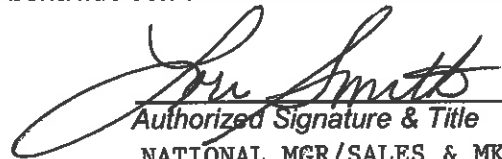
in the County of MORGAN, State of ILLINOIS
of full age, being duly sworn according to law on my oath depose and say that:

I am the NATIONAL MGR/SALES & MKTG of the firm of BOUND TO STAY BOUND BOOKS, INC.
Title Company Name

the offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that REGION 4 ESC relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.


I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

BOUND TO STAY BOUND BOOKS, INC.
Company Name

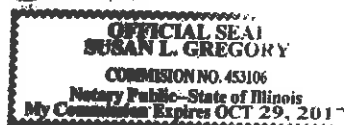

Authorized Signature & Title
NATIONAL MGR/SALES & MKTG

Subscribed and sworn before me

this 6TH day of MARCH, 2017


Notary Public of ILLINOIS
My commission expires OCT 29, 2017

SEAL



DOC #10

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: BOUND TO STAY BOUND BOOKS, INC.

Street: 1880 WEST MORTON

City, State, Zip Code: JACKSONVILLE, IL 62650

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
- 2. A photo copy of their Certificate of Employee Information Report _____
OR
- 3. A complete Affirmative Action Employee Information Report (AA302) _____ X

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the _____
- B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

3/6/17
Date


Authorized Signature and Title
NATIONAL MGR/SALES & MKTG

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION 8, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 37-0439010	2. TYPE OF BUSINESS <input checked="" type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 128
4. COMPANY NAME BOUND TO STAY BOUND BOOKS, INC.		
5. STREET 1880 WEST MORTON	CITY JACKSONVILLE	COUNTY MORGAN
	STATE IL	ZIP CODE 62650
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) NONE		
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		113
10. PUBLIC AGENCY AWARDED CONTRACT		
REGION 4 EDUCATION SERVICE CENTER		CITY HOUSTON
	COUNTY HOUSTON	STATE TX
		ZIP CODE 77092
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers	12	7	5		1				6					5
Professionals	1	1		1										
Technicians	2	2							2					
Sales Workers	25	11	14			1			10					14
Office & Clerical	7		7											7
Craftworkers (Skilled)	37	12	25			1			11					25
Operatives (Semi-skilled)	5		5											5
Laborers (Unskilled)	36	4	32						4	2				30
Service Workers	3	2	1						2					1
TOTAL	128	39	89	1	1	2			35	2				87
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 1/22/17 To: 1/28/17		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) PEGGY HOOTS	SIGNATURE <i>Peggy Hoots</i>	TITLE HUMAN RES SEC	DATE MO DAY YEAR 3 6 2017
17. ADDRESS NO. & STREET 1880 WEST MORTON	CITY JACKSONVILLE	COUNTY MORGAN	STATE IL
	ZIP CODE 62650	PHONE (AREA CODE, NO., EXTENSION) 800 -637 -6586	

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

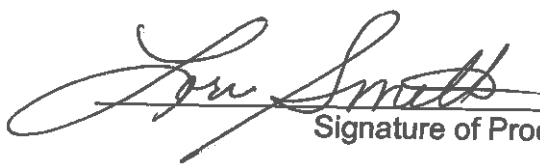
The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

A handwritten signature in black ink, appearing to read "Lou Smith", is written over a horizontal line. The signature is cursive and stylized.

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

N/A

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #12

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

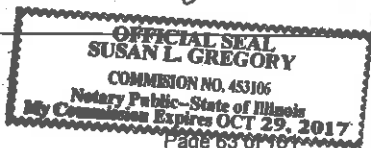
Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Table with 2 columns and 3 rows of stockholder information including names and home addresses.

Subscribed and sworn before me this 6TH day of MARCH, 2017. Notary Public Susan L. Gregory. Lori Smith, National MGR/SALES & MKTG.



ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

3/6/17

Date _____



Authorized Signature & Title
NATIONAL MANAGER/SALES & MKTG